

**Bayonne Barrel and Drum Site  
Executive Summary**

**June 4, 2002 Meeting Between USEPA, PRP Group, NJDEP, Newark and Baybar**

**Attendees:** Sarah Flanagan (USEPA); John Witkowski (USEPA); Joseph Cosentino (USEPA); Chris Kern (summer associate/USEPA); Stephen Kehayes (NJDEP); Phil Cole (NJDEP); Len Cilli (Cilli Environmental); Alfred Faiella (Newark); Richard Martino (Baybar); Michael Raimo (Baybar); William Lee (de maximis); William Hyatt (PHKS); Mary Storella (PHKS); Karyllan Dodson (summer associate/PHKS); and Kim Kabnick (summer associate/PHKS).

**Introduction:**

S. Flanagan opened the meeting by stating that the purpose of the meeting was to exchange information and to develop a list of action items that each of the parties must complete in order to move this project along. B. Hyatt echoed S. Flanagan and indicated that he hoped that the parties could coordinate activities in order to remediate the Site and begin redevelopment as quickly as possible.

**Action Items:**

**Parcel in Question:** B. Hyatt presented the idea of obtaining a quitclaim deed from the Turnpike Authority in order to resolve the outstanding issue of who owned a small portion of the Site for which there is some question as to whether it is owned by the Turnpike Authority or Newark. This idea raised the issue of whether the quitclaim deed would trigger ISRA or whether it would result in Newark becoming a party at the Site under CERCLA. S. Kehayes indicated that he could prepare a letter of non-applicability of ISRA. S. Flanagan indicated that if Newark took title pursuant to the quitclaim deed, that would constitute due process or due diligence, thereby qualifying Newark as a bona fide prospective owner. Thus, Newark would be protected under the express terms of CERCLA.

**TSCA Risk Based Disposal Document:** S. Flanagan indicated that she spoke with EPA TSCA people concerning how to obtain approval from leaving PCBs at the Site at elevated concentrations without violating TSCA. She indicated that she would obtain an internal document called a TSCA Risk Based Disposal Document that would permit the PRP Group to leave the PCBs at the Site in the solidified mass contemplated by the Group's remediation plan.

**Enforcement Documents:** S. Flanagan and J. Witkowski indicated that they believed that there would have to be three separate enforcement documents for the Site:

1. AOC with EPA for the remedy;
2. AOC with DOJ for the past costs incurred by EPA; and
3. ACO with NJDEP (S. Kehayes and P. Cole both agreed that the document would have to be an ACO rather than an MOA).



B. Hyatt agreed to put together an outline of what he believed the three enforcement documents would include and to circulate it to the parties. P. Cole was going to check with the "higher ups" at NJDEP to determine how long it would take to push an ACO through and whether he thought it could be accomplished by September 30, 2002. S. Kehayes indicated that he thought that it would take weeks rather than months for NJDEP to sign-off on the ACO. S. Kehayes also indicated that the result of the ACO would be an NFA, a covenant not-to-sue and third party defenses etc.

Tech Regs: There was consensus that the Group's Statement of Work would be attached to each of the enforcement documents and that the Statement of Work would have to be compliant with the Tech Regs. Both S. Kehayes and P. Cole, however, did not think that there would be a problem with the Tech Regs. W. Lee specifically asked whether the Group would have to delineate off-Site. Both S. Kehayes and P. Cole did not believe delineation off-Site would be necessary.

In order to push things along with NJDEP, the PRP Group and J. Cosentino agreed to meet with P. Cole and brief him concerning the Site. At the same meeting, the parties could hash through the Tech Regs in order to determine if the Group's remediation plan was Tech Reg compliant. In the meantime, P. Cole agreed to review the chronology of the Site and contact M. Storella with any additional documents that he might need to get up to speed.

LDRs: There seemed to be a consensus that moving material around from different areas of the Site would fall within an exception to the LDRs. W. Hyatt agreed to distribute a step-by-step analysis of the LDRs and why moving material around the Site would not trigger them.

NJDEP Past Costs: S. Kehayes agreed to look into whether NJDEP had any past costs. He indicated that in the past, the case manager's time was donated due to the interest within NJDEP to have this Site remediated and redeveloped.

**Conclusion:** Each of the parties recognized that the quicker everyone moves through this process, the more cost effective and beneficial it would be. Thus, each party agreed to think about ways to compress the amount of time necessary to remediate and redevelop the Site.